

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

**BeejBhawan, Pusa Complex,
New Delhi – 110012**



CIN No.: U74899DLI963GOI003913

COMPETITIVE BIDDING NO. _____

E-TENDER DOCUMENT

FOR

**SUPPLY AND ERECTION OF MODULAR OFFICE
WORK STATIONS AT NSC BEEJ BHAWAN, PUSA
COMPLEX, NEW DELHI – 110012**

LAST DATE & TIME FOR RECEIPT OF BIDS: UP TO 13.00 hrs of 04/04/2019

DATE & TIME OF OPENING OF BIDS : AT 15.00 hrs of 04/04/2019

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012**

TENDER DOCUMENT

Sl. No.	Description	Page No.
(I)	Notice inviting tender showing details of requirement	:3
(II)	PART 'A'	
	Detailed work specifications of the work	: 5-6
(III)	PART 'B'	
1.	Instruction to Tenderer – 1	: 8-9
2.	Instruction to Tenderer – 2	: 10-14
3.	General terms and conditions of the contract	:15-19
4.	Tender Form	: 20-21
5.	Section III – Annexure – A & B	:22-29
6.	Check list for Technical & Commercial Bids	: 30
7.	Details of Bank Guarantee in lieu of Security Deposit	: 31-32
8.	Form of Contract (Agreement)	:33-34
9.	Details for Location of work site	: 35

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
BEEJ BHAVAN: PUSA COMPLEX
NEW DELHI-110012**

No.NSC/HQ/106(1)/2018-19/Engg/Civil/-

Dated: 12.03.2019

NOTICE INVITING TENDER

National Seeds Corporation Ltd. invites e-tenders from reputed contractors/party/interior firms for **Supply and erection of Modular Office Work Stations at NSC Beej Bhawan, Pusa Complex, New Delhi – 110012**. The details are mentioned as below:

S.No	Location	Unit	Work
1.	NSC Beej Bhawan, Pusa Complex, New Delhi – 12	28 Nos	Supply and erection of Modular Office Work Stations including electrical and data work.
EMD Amount Rs 27,000.00			

E-Tender documents containing Tender forms, specification, terms and conditions, destinations etc can be seen and downloaded on payment of **Rs 500/- (non-refundable) through online payment against tender fee**. Tender document can also be downloaded from NSC's website: <http://www.indiaseeds.com> or Central Procurement Portal www.eprocure.gov.in also but the bidders shall have to pay the cost of tender through **online mode only**.

A bid without payment of Tender cost is liable for rejection. However, MSE's registered with NSIC are exempted from payment of cost of tender document subjected to furnishing valid documentary proof in support of claim along with their request letter.

EMD amount of Rs.27,000.00 shall be submitted through online payment mode only.

Bidder has to **submit the tender online** following the instructions appearing on the screen/NIT.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website/eportal.

Last date and time for receipt of Bids: upto 13.00 hrs on 04.04.2019

Date & Time of Opening of Bids: At 15.00 hrs on 04.04.2019

Assistant General Manager (Civil.)

PART-A

NATIONAL SEEDS CORPORATION LIMITED
DETAIL SPECIFICATIONS OF THE WORK

➤ **DETAILED SCOPE OF WORK AND IMPORTANT POINTS TO BE NOTED**

1. All the work should be carried out as per CPWD rules amended up to date.
2. Supply and erection of Modular Office Work Stations to be carried out at Engineering Division including electrical and data work situated at NSC Beej Bhawan, Pusa Complex.
3. Linear Modular Work Station, Make – Action Tesa PLPB and pattern would be got approved before installation.
4. Desing and drawing for Modular work stations can be seen in the tender document and alterations if any which suits the department can be suggested by the bidder at the time of installation and work can be carried only with the consent of Engineer in charge/AGM (Civil).
5. Vinyl flooring sheet of upto 2 mm thickness should be fixed having superior quality. Desing and pattern to be got approved before installation.
6. Work fordismantling if requiredto be carried out by the party including disposal of the same as directed by Engineer in charge.
7. All the disposable rubbish material like broken tiles, sand, plaster etc to be disposed to local municipal ground.
8. All the scraps like iron, aluminium ducts, chowkhats, door etc to be placed and stacked in the NSC's old CTO building.
9. All the Modular Office Work stations including electrical and data work should be carried out as per instructions given by Engineer in charge along with the terms conditions of the tender.
10. Contractor has to arrange the shifting of all the officefurnitures, equipments and almirahs etc in the office himself along with the given instructions by the officials for carrying out the work. All the shifting and rearrangement charges have to be borne by the contractor and no extra payment in this regards will be entertained.
11. Work would be carried out strictly as per the detailed estimate provided in the tender for civil as well electrical works.
12. All the items to be utilized in the construction work would be as per relevant IS standards and colour, brand design and pattern woule be got approved from Engineer in charge/AGM (Civil) before the installation/use.
13. Any damage done to the NSC building other than the scope of work during the executionshall have to be made good by the risk and cost of the civil contractor for which no extra amount will be paid.
14. It will be Contractor's responsibility to keep the office neat and clean after completion of the work otherwise the site shall be got cleaned at the cost of the Contractor.
15. The Contactor is bound to sign the site order book as and when required by the Engineer Incharge.
16. Completed portion of work shall not be taken over in parts unless otherwise agreed by the Engineer In-charge.
17. Provision for electrical wiring of light point and switch board should be done by the contractor as per the requirement at site and directions of the Engineer in charge.

18. Providing and fixing of data work should be done by the contractor as per the requirement at site for Modular Office Work Stations and as per the instructions given by NSC IT team.
19. Provision for any extra item to be executed as per the requirement arises at site shall be considered only when prior information is given to the department along with the approval of Engineer in charge/AGM (Civil) and payment will be made on the basis of the proportionate rate quoted by the contractor, if executed.
20. Quantity can be increased or decreased as per the actual measurements and site requirements.
21. The contractor should be responsible for completing the overall work to the entire satisfaction of the Corporation.
22. All interested contractors/parties/interior firms are required to visit the site before quoting their rates to know the actual place of work to be carried out in NSC office.
23. Any other items, if required may also be quoted separately.
24. Conditional offers are likely to be rejected.

Assistant General Manager (Civil)

PART-B

SECTION - I

INSTRUCTIONS TO TENDERER – 1

DEFINITIONS:

- C1 India Private Limited: Service provider to provide the eTendering Software.
- NSCL e-Procurement Portal: An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- ii. C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- iii. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL eTendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through online payment mode only. Validity of Registration is 1 year.
- iv. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi. The amendments/clarifications to the tender, if any, will be posted on the NSCL eTendering Portal (<https://indiaseeds.eproc.in>).
- vii. To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through online payment mode in the form of NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- viii. To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through online payment mode only in the form of (Internet banking/Debit card/Credit card).
- ix. Both ‘EMD’ and ‘Tender Document Fee’ are mentioned in individual tender document as published at NSCL eTendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- x. For helpdesk please contact E-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be **submitted online** following the instructions appearing on the screen/NIT.

- ii) Vendor can pay tender document fee through online mode i.e. (Internet Banking/ Debit Card/Credit Card).
- iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.
- (ii) NSCL shall open documents of the Application received in electronic form. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid of the eligible applicants only will be opened and the date of opening of price bid will be notified later on.

V. DISCLAIMER

The Applicant must read all the instructions in the tender Document and submit the same accordingly.

Assistant General Manager (Civil.)

INSTRUCTIONS TO TENDERER – 2

1. **ADVICE FOR TENDERS:** -The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.
2. **ELIGIBILITY CRITERIA:** -Tenderers interested to quote against this tender must quote for supply and erection of Modular Office Work Stations including electrical and data works.**Bidder must be a reputed contractor/party/interior firm for work of Modular Office Work Stations including electrical and data works for this tender. Bidder must have three similar completed works having updated completion cost not less than Rs 3.56 lakhs each or two similar completed works having updated completion cost not less than Rs 4.45 lakhs each or one similar completed work having updated completion cost not less than Rs 7.12 lakhs. Such work must have been completed within last five financial years i.e. from 01-04-2014 till the due date of the bid. Similar nature of work means bidder should have completed civil works i.e. Modular Office Work Stations including electrical and data works in any of the government departments or reputed private organizations.**Tenderer must have adequate knowledge, staff and equipments for carrying out work in accordance with time schedule.
3. **SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. **Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**
4. **DEVIATION IN SPECIFICATION:** - Normally no deviation from the specification laid-down will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to what respect and to what extent the item offered by them deviate from the specification even though deviation may be minor and how it will meet requirement.If Bureau of Indian Standards have fixed norm or specifications for the material given in Part A then execution of work has to be made as per ISI Standards in addition to specification laid down in Part A.

The tenderers are required to provide their tender with complete specifications for all materials to be supplied to compare tenders and assess the performance of the material. Salient features of the items with additional accessories fitment etc. may be clearly specified with detailed list etc.
5. **DELIVERY OF GOODS:-**The delivery period so specified in **clause no.5 of section –II**will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to **clause-15 of section-II** relating to liquidated damages which shall be binding.
6. The Tenderers should give in writing the name of their authorized agency that shall represent them along with a proof of his identity and his signatures duly verified by the Bankers of the tenders.
7. **PRINTING LANGUAGE:-**The tenderers should enclose with their offers descriptive catalogues, leaflets, manuals supplementing the description. Also point out any special features/advantages of their machine quoted. All the literatures, leaflets etc. should be in English/Hindi or accompanied by English/Hindi translation in case the language is other than English/Hindi. This should be adhered to, strictly to enable objective evaluation of offers.
8. **TEST REPORT & LIST OF USERS:-**Tenderer should also enclose with their offers the test report if any from any recognized/approved agency with respect to their quoted item. Tenderers should clearly indicate their experience of supply, fabrication, erectionand commissioning of the items quoted by them. Test report of materials from Govt. testing Centre will be preferred in consideration of technical bid.
9. **ACCESSORIES & FITTINGS:-**

The tenderer should indicate the followings separately in summary form:

Accessories and fittings which are standard with the supply items as well as such of the accessories/fittings which though not considered standard, are included in the scope of supply and included in the price bid.

- 10. QUOTATION OF PRICES:** - Tenderer shall give final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate item-wise, job wise for entire work on turn key basis as indicated in the Annexure–A of Section-III of the part 'B'. Price of complete work i.e. materials supply, civil construction work, for the Modular Office Work Stations including electrical work will be considered for evaluation purpose.
- a) The rates should be quoted for the offered items **on the basis of F.O.R. Destination, Duties, Packing, Forwarding, Insurance charges etc.** The destinations of work is specified in **Section-VII of the part 'B'**. The contractor should indicate their GST registration number and amount separately.
- 11.** If the rates quoted by tenderer are exclusive of taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid.
- 12.** Preference will be given to the contractors/party/interior firm of the items of work and having the past experience in the similar projects.
- 13. CHANGE IN PARTNERSHIP FIRM:**
- a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except only upon obtaining the prior consent in writing of the purchaser.
- b) On the death or retirement of any partner of the contractor firm before from the due performance of the contract, the purchaser may at this option cancel the contract and in such case the contractor shall have no claim whatsoever for the compensation against the purchaser.
- 14. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:** - Printed terms and conditions of the tender shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**
- 15. EARNEST MONEY: EMD is fixed as indicated in Notice Inviting Tender on Page no 3 of the tender document against Supply and erection of Modular Office Work Stations including electrical and data works as per tender specifications.**
- a) EMD to be submitted by means of online payment only.
- b) **Exemption of earnest money deposit for Indian Manufacturers/Contractors which are registered with NSIC under Single point registration scheme:** Indian manufacturers/contractors who are **Micro Small Medium Enterprises (MSME) and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.
- c) The Public Sector Undertakings may deposit EMD in the form of FDR or Bank Guarantee issued by any **Scheduled Commercial Bank** for a term of 6 months.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'b' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSM's) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE CONTRACTOR IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT

ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with paras above will be rejected by the purchaser as non-responsive.

16. FORMAT AND SIGNING OF TENDER: -

- a) Tenderers are required to submit their tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English/ Hindi languages. Each copy of the tender should be completed in all respect **and should preferably be bound in one column**. All pages of the **tender and enclosures should be numbered consequentially and** shall be signed by the Tenderer or a person or persons duly authorized to bind the Tender to the Contract. The letter authorization shall be indicated by written power of attorney accompanying the Tender.

- 17. PROCEDURE FOR SUBMISSION OF TENDER: -** The Tenderers shall submit the bid online only before the due date and time of submission.

- 18. MODIFICATION AND WITHDRAWAL OF TENDER: -**The tenderer cannot modify or withdraw its tender after the tender's submission, but the modification or withdrawal can be done prior to the deadline prescribed for submission of tenders.

- 19. DEADLINE FOR SUBMISSION OF TENDERS:-**Tender must be received by the purchaser/Corporation no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received upto the appointed time on the next working day.

- 20. LATE TENDER: -**Any Tender Received by the purchaser/Corporation after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected.

- 21. OPENING OF TENDER: -** The purchaser/Corporation will open the **“Technical & Commercial bids”** on the date of opening tender and **“Price Bids”** of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid will be informed separately**.

- 22. CLARIFICATION OF BIDS: -** To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

- 23. FORFEITURE OF THE EARNEST MONEY: -** Earnest Money may be forfeited.

- (a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

OR

- (b) In case of a successful Tenderer, if tenderer fails:

- i. To sign the contract in accordance with clause no. 32 (a)
- ii. To furnish security deposit in accordance with clause no. 32 (b)
- iii. To furnish pre contract integrity pact in accordance with clause

- 24. DISPUTES or DIFFERENCES: -** All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Section-II of Part 'B' of tender document i.e. General terms and conditions of the contract.

- 25. VALIDITY OF OFFER: -** The tenderer shall keep their offers open for acceptance for a **period of 90 days from the date of opening of the tender**. In case the last date happens to be

a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

- 26. AWARD CRITERIA:** -Subject to Clause NO. 28, The purchaser/Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 27. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:-** The Purchaser/Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% or even cancel the quantity of work specified in the schedule of requirements without any change in price or other terms & conditions.
- 28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-** The Purchaser/Corporation reserves the right to accept or reject any or all Bids , and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.
- 29. NEGOTIATION:** -There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.
- 30. SPLITTING OF ORDERS:** -The Purchaser/Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.
- 31. REPEAT ORDER:** - The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be opened to the Purchaser/Corporation to place repeat order with the contractor on the same rates and same terms and conditions for quantities not more than 50% of the quantity in the initial purchase order. Repeat Order can be exceeded more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the contractor.
- 32. CONTRACTS:-**
- a) **SIGNING OF CONTRACT :-**The successful tenderers within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part 'B' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the contractor and send typed agreement for signature of the contractors. The cost of stamp paper shall be recovered from the contractor payments.
 - b) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of supply order shall furnish the Composite Bank Guarantee in accordance with the condition of the contract. The guarantee can be furnished @10 % of the value of the supply order in shape of Demand Draft or in form of Composite Bank Guarantee. Prescribed Performa for Composite Bank Guarantee is given in Section IV of Tender Document. Such deposit shall be for the due performance of the supply order, contract & performance of the work after successful commissioning.
- 33. REFUND OF EARNEST MONEY:-**

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money deposited shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/NEFT and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.

(B) SUCCESSFUL TENDERERS: - (i)The successful tenderers shall sign agreements as per the format given in Section -V of part “B” of the tender document and shall deposit the security money within 15 days from the date of issue of purchase order, deposit by demand draft or furnish Composite bank Guarantee in the manner indicated in clause – 4 of section- II Part –‘B’.

(ii)After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

SECTION – II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Transfer and subletting:** -The contractor shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:**-The contractor shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the contractor of the same and the contractor shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account the contractor shall make good the amount so payable and the expenses incurred on that behalf.
3. **Signing of Agreement:** -The contractor shall within 15 days from the date of issue of work order execute the agreement on non-judicial stamp paper as per prescribed Performa, in the tender document, with the Corporation.
4. **Composite Bank Guarantee Bond:** -Successful bidders are required to deposit security money in the form of Demand Draft on any **Scheduled Commercial Bank** Payable at New Delhi/ Delhi in favour of **National Seeds Corporation Ltd.** or furnish composite Bank Guarantee Bond for execution of order, performance of the work during the warranty period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished as per Proforma attached at **Section-IV Part 'B'** of the tender document within 15 days from the date of issue of purchase order. The composite bank Guarantee Bond should be valid upto 12 months from the date of issue of BG. It should be issued by any nationalized bank of any Branch. The authorized signatory of the firm should furnish the affidavit stating that the composite Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The composite Bank Guarantee will be discharged by the Purchaser/Corporation and returned to the contractor not later than 12 months following the date of completion of the contractor's performance obligation, including any warranty obligations, under the contract.
5. **Time period of work:** - The contractor/party/interior firm shall undertake to complete the overall work including electrical and data work within **45 days from the date of issue of work order provided vacant space by the NSC for execution of the job is made available** or otherwise specified. However, the work may be completed early also for which no extra benefit or relaxation in payment terms shall be allowed to the contractor.
6. **Place of Execution:** - Place of execution of work shall be as per our tender "Destination of supply and erection of Modular Office Work Stations at Engineering Division including electrical and data works" is mentioned in the Tender Documents at Section – VII.
7. **Pre-Delivery Inspection:** - The Corporation at its discretion may depute their representative for the inspection of the material at the works of the firm or same can be inspected at site. However, contractor shall give at least 10 days to the Purchaser/Corporation to inspect the material/equipments/parts to confirm their conformity to the contract. For the purpose of the inspection, the contractor/firm or its subcontractor(s) should provide reasonable facilities and assistance including access to drawing, tools, tackles product information, labour etc to the inspection team at no charge to the purchaser/corporation. The expenditure incurred by NSC's nominee such as TA & DA shall be borne by the Purchaser/Corporation.

In case the contractor give a notice and fail to offer the material/equipments for inspection up to the dates fixed for this purpose, the expenditure incurred on TA/DA of the Corporation's nominee shall have to be borne by the contractor and such failure will not entitle the contractor to ask for any extension for delivery period.

During Inspection, material/equipments/parts found fail to confirm to the specification, the purchaser/ Corporation may reject them and contractor shall either replace the rejected materials or make all alterations necessary to meet specification requirements free of cost to the purchaser/Corporation. The date of receipt after removal of defects will be construed as date of receipt for the purchase of calculating delivery period for the purpose of clause 5 of section II of Part "B" .

8. **Changes in specifications:** - The Corporation/ purchaser should require any changes in specifications; the contractor shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
9. **Right to Terminate or Alter the Contract:** - If at any time during the terms of this contract the plan of the Corporation/purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the contractor by hand through a responsible officer. The contractor shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the raw materials which the contractor has already arranged for using in manufacturing the items to be executed. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the contractor for the raw material already procured or may in its option allow the contractor to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.
10. **Packing:** - The contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.
11. **Insurance:** -The contractor shall dispatch all the consignments duly insured for all transit risks according to the dispatch instruction given by the Corporation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the contractor as under:
 - a) In case of indigenous contractor 'all transit risks' insurance shall be arranged commencing from their works to the warehouse of the purchaser/Corporation.
 - b) The contractor is responsible to give safe delivery of the equipment at F.O.R. as per section VII i.e. Dispatch Destination of Part 'B' of the tender document. For any loss/damage etc., during transit, the contractor shall have to lodge the claim with the insurance and pursue the same till its settlement.
12. **Warranty:-**
 - (a) The contractor warrants that the goods supplied under this contract are new, unused of the most recent and incorporate all recent improvements in design, manufacturing and materials unless provided otherwise in the contract. The contractor further warrants that the Goods supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.
 - (b) The contractor shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the contractor shall pay to the Corporation/purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.
 - (c) All replacements that the Corporation/Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered or performed by the contractor within two months (promptly and satisfactorily). If the contractor desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation/purchaser shall not be responsible to keep the defective items/stores.
 - (d) The equipment shall carry 15 months warranty commencing from the date of receipt of equipment at the site or 12 months from the date of installation of the equipments whichever is

earlier. The warranty period for replaced parts will extend only to 12 months from the date of its replacement but for fast moving parts the guarantee shall be extended to the remaining period of equipment warranty.

13. Liquidated damages:-

1. If the contractor fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the contractor liable for all the damages, sustained by virtue of said cancellation and failing to perform the contract.

2. In the event of Corporation exercising its right to cancel the contract or any portion thereof as stated in the preceding clause, the Corporation shall be entitled to obtain the remaining equipment of the same specifications as offered by the contractor or on any other specifications that may be available or have the same fabricated by its own agency. In such an event, the Corporation shall be entitled to recover from the contractor the amount which the Corporation may have to incur over the above price which was payable to the contractor.

3. It is emphasized by Corporation and understood by the contractor that the **period of delivery stipulated in the contract is the essence of the contract**. It is **admitted by the contractor that any delay in the completion of the civil work will cause damages to the Corporation**. Subject to clause 16, in the event of the contractor's failure to have the work delayed by the due date specified in the acceptance of tender and in case of delay in completion of civil contract, **LD shall be levied from the contractor at the rate of ½ % (half percent) of the contract price per week of delay, subject to a maximum of 10% (ten percent) of the contract price** provided however, that if the delay shall have arisen from any cause which the Corporation may in his discretion allow such additional time as it may consider to have been required by the circumstances of the case.

14. Default & Risk purchase:-

(a) Should the contractor fail to have the stores ready for delivery as aforesaid, or should the contractor in any manner or otherwise fail to perform the contract or should it fail to complete the work in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/CMD, to declare the contract at the end at the risk and cost of the contractor in every way. In such case contractor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put to incur or sustain by reason of, or in connection with contractor's default.

(b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate contractors similar to these so terminated and the contractor shall be liable to the Corporation for any excess cost for such similar work provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

15. Force majeure:-

15.1 Notwithstanding the provisions of Clauses 14 & 15, the contractor shall not be liable for liquidated damages or termination for default, in and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

15.3 If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Terms of payments:-

a) Invoice shall be prepared in the name of National Seeds Corporationn. Ltd. with (Delivery Destination) mentioned in the Work Order and shall be signed by the contractor or his authorized agent.

b) Invoice should have GST Registration No. printed on them and in the Tax invoice, cost and applicable GST amount shall be mentioned separately. Invoice to be sent in the **O/o of Dy General Manager & Head (Engg.) NSC, Head Office, Beej Bhawan, Pusa Complex, New Delhi – 110012** for payment please. **Payment will be made on proportionate rate quoted by the contractor on the measurement of actual quantity of work done.**

c) Unless otherwise specified in the contract, **90% of the payment will be paid by NSC after the completion of the work and on the basis of the actual measurements of completed work to be done by Engineer in charge.** Small Scale ancillary unit having single point registration certificate issued by MSME's registered with NSIC shall also be paid 95% of the invoice value. All payment shall be made through RTGS after making necessary deduction if any towards liquidated damages, outstanding, measurement of work done on pro-rata basis or as decided by the Corpn. The contractor is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B" Section III.

Balance 10% or 05% (in case of MSME's) of the Invoice value shall be made one Month after completion of the work and against the Composite Bank guarantee from the contractor as referred in clause 4.

18. Settlement of disputes:-

All disputes in relation to the Tender, the Contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the Arbitration or a sole Arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/purchaser Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be **at New Delhi.** The Court of Law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The Arbitrator shall have powers to enlarge time for making & publishing the Award with the consent of the parties. If the claims involved in a dispute are of more than Rs.

onelakh, the Arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act 1996.

In case the contractor/firm is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

19. Corrupt Gifts & Payments of Commission:-

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the contractor, his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the contractor to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the contractor under this or any other contract or may recover the same by appropriate proceedings.

20. It is understood and agreed by the contractor that the prices charged for work under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the contractor on Rs100/- non judicial stamp paper. Same is to be placed in the "Technical & Commercial Bid "

SECTION – III

TENDER FORM

To	FROM
Assistant General Manager (Civil.), National Seeds Corporation Ltd., BeejBhawan, Pusa Complex, <u>New Delhi-110012</u>	----- ----- ----- -----

Sir,

- i) I/We _____ have read the tender documents as issued by National Seeds Corporation Ltd., (hereinafter called Corporation) and hereby agree to abide by the said instructions, terms and conditions contained therein.
- ii) I/We also agree to keep the offer contained in the tender open for acceptance for a period of **90 days** from the date fixed for opening the same.
- iii) I/We also agree to extend the validity of this tender for a further period of **six months** from the date of placing the initial order to repeat the order on same rates, terms and conditions for any additional quantities up to 50% likely to be required during this period.
- iv) I/We offer to execute the work as per the specifications of the tender herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the civil work for supply and erection of Modular Office Work Stations including electrical and data works within a period as specified in the contract order.
- v) E-challan/receipt for online payment towards the earnest money deposited to be enclosed.

OR

- a) We are Small Scale industry registered with NSIC under ministry of MSME registered for item _____ under single point registration scheme after 30.6.81 (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____
- vi) The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (a) I/we withdraw the offer before a final decision of the tender is taken, provided that such a withdrawal is made within 90 days from the opening date of tender.
 - (b) I/we do not execute the contract agreement & / Composite Bank Guarantee within the stipulated period after acceptance of my/our tender will be known to me/us.
- vii) I/We also understand that until a formal agreement is prepared and executed, acceptance on this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work. Valid on _____
- viii) I/we have read the arbitration clause in Section-I & II of Part 'B' of tender document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under these agreement clauses.**

- ix) This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this tender or subsequently.
- x) Income tax PAN No:- (a copy is enclosed herewith)
- xi) GST Registration No: - (a copy is enclosed herewith).
- xii) Company profile as per prescribed Performa given in Annexure 'B' & of Section III of Part 'B' of the tender document and duly signed & stamped work specifications for terms and conditions of contained in the Tender document is attached.
- xiii) Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part 'B' of tender document.
- xiv) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical & commercial bid and the firm is found suitable during spot verification by NSC's Officers or any third party deputed by NSC.
- xv) I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted.

Place: - Name Of Authorized Signatory: ----- Signature: -----

Date:-. SEAL

E-mail Id: -----
PhoneNo:-----
Mob. No: -----
Complete Postal Address: -----

SECTION - III**Annexure-A****FORM FOR PRICEBID****To****FROM**

**Assistant General Manager (Civil.),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012**

Sir,

We have examined the prescribed work specification and read the terms & conditions of Tender No _____ for the work namely supply and erection of Modular Office Work Stations including electrical and data works at Engineering Division of NSC Beej Bhawan, our rates for the aforesaid units according to the specification, terms & conditions are as under:

Work for supply and erection of Modular Office Work Stations including electrical and data works at NSC Beej Bhawan						
S. No	DSR/ NS ITEM	Particulars	Unit	Qty	Rate (Rs)	Total (Rs)
CIVIL WORKS						
1.	NS Item	P&F workstation size of 1200x600, Top 25mm thick support with 1500mm HT Modular partition thick 45mm and strong durable Metal Leg 40/20 with powder coating and suitable magnetic glass with marker as per requirement. Single raceway for wiring with CPU trolley.	Nos	28	9000.00	252000.00
2.	NS Item	P&F workstation glass separator 5mm clear glass fixing D bracket. As per requirement	Nos	28	400.00	11200.00
3.	NS Item	P&F three Drawer pedestal unit on casters (2 drawers + 1 filling drawer) made of 18 mm thick Prelaminated Partical board with 2 mm thick straight edge bend on the board, including telescopic channel, handle & lock.	Nos	28	3400.00	95200.00
4.	NS Item	Supplying staff chair chrome base. Superior quality	Nos	28	2800.00	78400.00
5.	NS Item	P&F vinyl flooring sheet of upto 2mm having superior quality. Design/pattern as suggested by the Engineer in charge.	Sqft	5000	70.00	350000.00
6.	NS Item	ELECTRICAL a. P/F PVC conduiting 25mm, PVC casing raceway, flexible, ISI mark b. P/F wiring (2.5,1.5,1)mm wire Make polycab c. P/F switch plate, switch and socket Make Roma/Anchor (ROMA)	Job Work	1	38000.00	38000.00
7.	DSR	Supplying and fixing following way, horizontal type three pole and neutral,	Nos	1	2100.00	2100.00

		sheet steel, MCB distribution board, 415 V, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc as required. (with MCB) 2.4.3) 4 way (4+12), Double door Make Havells/LT				
8.	DSR	Suppling and fixing 5 A to 32 A rating, 240/415 V,10 kA, "C"curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc as required. 2.10.1 Single pole Make Havells/LT	Nos	12	173.00	2076.00
9.	DSR	Supplying and fixing following rating, four pole, 415 V isolator in the existing MCB DB complete with connections, testing and commissioning etc as required 2.13.2) 63 A	Nos	1	678.00	678.00
10.	DSR	Supplying and laying of 4x10 mm2 underground unarmoured cable with 4 mm copper wire for earthing including thimbls connection and interconnection etc complete as required	Mtr	50.0	150.00	7500.00
11.	NS Item	DATA WORK a. P/F 4pair ,cat6 UTP cable make D-LINK b. P/F cat6 UTP jack with strain relief and bend limiting boot c. P/F cat6 SL series patch cords workstation and rack side 56 nos d. P/F 24 port loaded modular straight jack panel for 1U e. P/F 1-port standard faceplate US STYLE 28 nos f. P/F rake D-LINK (6U) g. P/F conduiting 25 pvc pipe .casin rasway h. end to end IO termination, face plate fixing, end to end testing ferling and labeling .	Job Work	1	52000.00	52000.00
TOTAL						8,89,154.00

Note:

1) The rate quoted by the contractor should be inclusive of GST, TDS and all type of government taxes.

2) The above rates are taken from Electrical DSR 2018 and Market rate for Non-schedule items.

3) If, any additional item to be executed other than the estimated quantity at the time of execution against drawing and design approved by the competent authority payment to the contractor would be made on the basis of the proportionate rate quoted by him.

4) Quantity of work may get increased or decreased as per the requirement of NSC and actual measurements.

The rate quoted by the bidder are _____% above the Tender amount.

Or

The rate quoted by the bidder are _____% below the Tender amount.

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other purchasers.

Thanking you,

Place: _____

Date: _____

Signature:

Name of Authorized Signatory: _____

Address: _____

Phone No: - _____

Mobile No. _____

SEAL

SECTION - III**Annexure-B****FORM FOR TECHNICAL & COMMERCIAL BID****To****FROM**

**Assistant General Manager(Civil.),
National Seeds Corporation Ltd.,
BeejBhawan, Pusa Complex,
New Delhi-110012**

Sir,

Profile of our Company/party/interior firms are as under:

1. Particulars of the company/firm where registered:-

Name of the company with full address, contact number and e mail	Type of the firm i.e prop./ pvt. Ltd./ Ltd. etc. with its registration no.	Name and contact no. of Prop./ partners/ Directors etc

*Attach the necessary valid document in support of above.

2. Orders of similar works items executed as prime contractor to Government Deptt/reputed private organization on quoted/similar model over the last five years.

Year	Name & Address of Purchaser	Work executed	Work Order No. & Date	Value (Rs.in lakhs)	Stipulated period of completion of the work	Actual date of work completion	Remarks explaining reasons for delay if any.
1	2	3	4	5	6	7	8

*Attach copies of Work Orders along with proof of completion.

3. Information regarding Bid Capacity (Orders in hand to be executed, under execution for next 3 months and spare able capacity) as on the date of this bid.

4. Availability of infrastructure

Name of Building	Size (Sq. m)	Annual Profit/ loss (Rs. In Crore)

5. Availability of Equipment

Item of Equipment	Available no. and capacity	Owned/ leased/ to be procured	Age/ condition	Remarks

6. Availability of Personnel

Type of Employee	No.	Qualification	Experience

7. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data

Position	Name	Qualification	Experience in the proposed position	Contact no.

8. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average Annual Turnover in last three years should not be less than **5 times of quoted value of offer**:

Financial year	Annual Turnover (Rs. In Crore)	Annual Profit/ loss (Rs. In Crore)	Remarks

9. Registration:

GST Registration No.

10. Income tax Details:-

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

11. EMD :-

Banker Name	E-Challan/Receipt No.	Amount

12. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFSC Code	MICR Code

13. MSMEs' registration details (NSIC registered unit):

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

--	--	--	--	--	--

14. Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

15. A undertaking on Rs 100, Non judicial stamp paper stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure B-1.
16. An affidavit on Rs 100 non judicial stamp paper that Price Charged for stores/Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure B-2.
17. Evidence of Access of Finance resources required (With Valid Proof):-
18. Authorization for Signing Bid (With Valid Proof).

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Stamp of the Company
Signature: _____

Place: -
Date:-.

Name Of Authorized Signatory: _____
Complete Mail Address: _____

Phone No.: _____

Mob. No. : _____

E-mail Address: _____

Note: - (All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION - III

Annexure-B-1Affidavit Certificate

I /We_____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had completed the work during the last_____ years and no arbitration case is pending.

Signature of Authorized signatory -----
Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp_____

Place: _____

Dated: _____

SECTION - III

Annexure-B-2

Affidavit Certificate

I /We_____ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of the identified work given to any Govt. Deptt./PSUs/Institutions/Organizations etc .

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber Stamp_____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD (E-Challan receipts)
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization/ Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership of proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous two years.
7. Copy of GST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
11. MSME registered with NSIC, other Authorities Certificate with proper validity for quoted item.
12. Other document if any in support of the tender.
13. Each and every concerned pages of tender document should be digitally signed of authorized signatory of tenderer.
14. Affidavit no circumstances exceeded lowest price of identical goods to Govt./Semi Govt. Organizations.
15. Av. Annual Turn Over for last three years of the firm should not be less than Five times of quoted value of the Offer. In case of MSEs. Av. Annual Turn Over for the last three years should not be less than the quoted value of the Offer.
16. Evidence of access to financial resources.

Note: - In the absence of any of the above documents, tender may be considered for rejection.

SECTION – IVCOMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT
AND PERFORMANCE GUARANTEE BOND, BY THE BANK

This Bank guarantee executed on thisday of 2019by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the Chairman- cum-Managing Director, National Seeds Corporation Ltd., BeejBhawan, Pusa Complex, New Delhi-110012 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the contractor) which expression shall include his successors and assigns.

“WHEREAS under the terms of **supply and erection of Modular Office Work Stations including electrical and data works at NSC Beej Bhawan** under this Corporation’s Work Order No.....dated Placed with the contractors, contractor has warranted about the specifications and performance of the work of **Modular Office Work Stations including electrical and data works at NSC Beej Bhawan** executed under the Corporation’s order’.

OR

“WHEREAS under the terms of the contract for the execution of work under this Corporation’s Agreement No.....dated..... entered into between the Corporation and the contractors, contractor had warranted about the specifications and performance of the **Modular Office Work Stations including electrical and data works at NSC Beej Bhawan** under the contract’.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain **10% of the price** of the **Modular Office Work Stations including electrical and data works at NSC Beej Bhawan** till the period of warranty expires.

AND WHEREAS the contractor is desirous of getting the said **10% price** from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee bond backed by the Bank.

AND WHEREAS the bank agreed to give the bank guarantee in lieu of the **10% price** and be guarantor for the composite guarantee bond.

NOW THEREFORE, this guarantee witnessed and the Bank hereby agrees guarantee.

1. If the contractor commits any breach of any of the terms and conditions of the contract or of the work order and the Corporation declares that the Contractor has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Contractor.
2. The Contractor has warranted to the Corporation as follows.
 - iv) The contractor warrants that the work done under this contract/order are free from all defects and faults in material, workmanship and manufacturing defect and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of **Modular Office Work Stations including electrical data works** ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.
 - v) The contractor warrants that the **Modular Office Work Stations including electrical and data works** shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a **minimum period of 12 calendar months** from the date of completion of the work.
 - vi) The contractor’s warranty in respect of any complaints, defects and/or claims limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to/or arise from faulty workmanship or

material or design in the manufacture of the equipments, provided defects are brought to the notice of the **contractor within 12 months** of their being first discovered during the warranty period and in no case after one month from the date of expiry of aforesaid warranty period. The warranty period for replaced parts will **extend to 12 months from the date of replacement** as envisaged by the warranty clause in this agreement/ order in respect of original execution.

- vii) The contractor shall, if required, replace or repair the item of work or such portion thereof as is rejected by the Corporation free of cost at the work site or at the option of the Corporation, the contractor shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.
- viii) All replacement and repairs that the Corporation shall call upon the contractor to deliver or perform under this warranty shall be delivered or performed by the contractor as quickly as possible but in no case later than one month failing which the performance guarantee bond shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.
- ix) The warranty of the contractor shall not apply to any material which would have been repaired or altered by the Corporation or on its behalf in any manner without informing the contractor in advance, if however, any such repair does not affect the strength performance or reliability the warranty shall continue to apply. Any defect caused to any part due to misuse, negligence or accident will not be covered by warranty.
3. If the contractor commits any breach of the terms relating to warranty and the contractor becomes liable to the forfeiture of the **10% of the Bank Guarantee** or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demur and amount of bank guarantee stated above, without making a reference to the contractor.
4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said contractor has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the contractor has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the contractor and the bank.
5. The bank further understand that it shall not be necessary for the Corporation to proceed against the contractor before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.
6. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the contractor or the bank shall not discharge the liability of the bank herein.
7. Notwithstanding anything, contained herein before the liability of the bank under this guarantee is restricted to Rs..... **The Guarantee of the Bank shall remain into force upto 12 months** from the date of execution of this Bank guarantee or till 3 months after the expiry of warranty period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

1. Witness

2. Witness

- Here fill the name and full address of The Bank
- Here fill the Name and full address of the tenderer.
- Here fill the item of work for which order has been placed.

SECTION – V**AGREEMENT FORM****AGREEMENT NO.....**

This agreement is made on thisbetween the National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at BeejBhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the ‘Corporation’ which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the ‘Contractor’ which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the ‘Corporation’ with the intention of executing **Modular Office Work Stations including electrical and data works** invited offers vide Tender No..... its own behalf (hereinafter called the ‘Purchaser’)

AND WHEREAS the contractor submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Work Order No.....dated..... with contractor, for the supply and execution of **Modular Office Work Stations including electrical and data works** as per specifications, quantities and number mentioned in schedule of this agreement and in work order no..... dated.....

AND WHEREAS the Corporation and the contractor have agreed to all the terms & conditions as contained in Section-II of Part ‘B’ of the tender document for Tender No..... which shall form part of this agreement.

Settlement of Disputes:

All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the Contractor

For and on behalf of
the National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex, New Delhi - 12

Witness

Witness

1.

1.

2.

2.

3.

3.

SECTION-VII

THE ADDRESS OF THE WORK EXECUTION SITE FOR SUPPLY AND ERECTION OF MODULAR OFFICE WORK STATIONS INCLUDING ELECTRICAL AND DATA WORKS IS AS UNDER

S.No	Name of Office	Unit
1	National Seeds Corporation Limited, Quality Control Lab, Beej Bhawan, Pusa Complex, New Delhi – 110012	28 Nos
TOTAL		28 Nos